



METROPOLITAN  
TRANSPORTATION  
COMMISSION

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TTY/TDD 510.817.5769  
FAX 510.817.5848  
E-MAIL [info@mtc.ca.gov](mailto:info@mtc.ca.gov)  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

*Scott Haggerty, Chair*  
Alameda County

October 16, 2009

*Adrienne J. Tissier, Vice Chair*  
San Mateo County

**REQUEST FOR QUALIFICATIONS  
Pavement Management Technical Assistance Program (P-TAP)**

*Tom Azumbrado*  
U.S. Department of Housing  
and Urban Development

*Tom Bates*  
Cities of Alameda County

Dear Consultant:

*Dean J. Chu*  
Cities of Santa Clara County

*Dave Cortese*  
Association of Bay Area Governments

*Chris Daly*  
City and County of San Francisco

*Bill Dodd*  
Napa County and Cities

*Dorene M. Giacopini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sue Lempert*  
Cities of San Mateo County

*Jake Mackenzie*  
Sonoma County and Cities

*Jon Rubin*  
San Francisco Mayor's Appointee

*Bijan Sartipi*  
State Business, Transportation  
and Housing Agency

*James P. Spering*  
Solano County and Cities

*Amy Rein Worth*  
Cities of Contra Costa County

*Ken Yeager*  
Santa Clara County

*Steve Heminger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Operations

*Andrew B. Fremier*  
Deputy Executive Director,  
Bay Area Toll Authority

*Therese W. McMillan*  
Deputy Executive Director, Policy

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to provide technical assistance to Bay Area jurisdictions through the Pavement Management Technical Assistance Program (P-TAP). Selected consultants will be expected to provide technical assistance in implementing and maintaining a pavement management system and performing associated tasks aimed at improving the pavement management practices for Bay Area jurisdictions. This procurement initiates Round 11 of P-TAP.

This letter, together with its enclosures, comprises the RFQ for this project. Responses to the RFQ should be submitted in accordance with the instructions set forth in this RFQ.

Any addenda to this RFQ that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/>; it is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

**Requests for clarification or exception to RFQ provisions must be received no later than 4:00 p.m., Monday, November 2, 2009 to guarantee consideration.**

**Statement of Qualifications Due Date**

Interested firms must submit an original and five (5) hard copies of their SOQs by 4:00 p.m., Monday, November 16, 2009. ***SOQs received after that date and time would not be considered.*** A submitted SOQ shall be considered a firm offer to enter into a contract for a period of one hundred and eighty (180) days from the date of submittal.

**MTC Contact**

SOQs and all inquiries relating to this RFQ should be submitted to the Project Manager at the address shown below. For inquiries, call 510.817.5735 or e-mail [<aburch@mtc.ca.gov>](mailto:aburch@mtc.ca.gov).

Amy Burch, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland CA 94607-4700

## **Contents of RFQ**

This document includes the following sections:

- I. Background
- II. Minimum Consultant Qualifications
- III. Proposers' Conference
- IV. Scope of Work, Schedule and Budget
- V. Disadvantaged Business Enterprise (DBE) Requirement
- VI. Form of Statement of Qualification
- VII. Pre-Qualification for Task 1
- VIII. Evaluation Factors
- IX. Consultant Selection Timetable
- X. Selection Disputes
- XI. General Conditions
- XII. Recommendation

### **I. Background**

MTC is the transportation planning, financing, and coordinating agency for the nine-county San Francisco Bay Area. In 1985, MTC developed a pavement management software system to allow jurisdictions to track and assess pavement condition, establish optimum repair programs, allocate existing funds cost-effectively along with identifying the impact of various budget scenarios on pavement condition. Currently, all cities and counties in the Bay Area utilize MTC StreetSaver<sup>®</sup> software to manage their pavements.

Established in 1999, P-TAP provides consultant services to help local jurisdictions better manage and maintain their streets and roads using a PMS. P-TAP's initial objective was to assist small to medium-sized jurisdictions, since many of those jurisdictions were not able to implement and maintain a PMS because of limited financial resources, staff inexperience due to turnover along with the lack of staff time necessary to start up the program. The early P-TAP funding rounds effectively addressed those needs and for subsequent funding rounds, eligibility was expanded to include larger cities and counties to assist these jurisdictions with specific components of their PMS.

Currently, all Bay Area jurisdictions use MTC StreetSaver<sup>®</sup> pavement management program. Therefore, the focus of P-TAP Round 11 (P-TAP 11) and later rounds will shift to maintaining the existing databases while still providing each jurisdiction's decision-makers with information that allows them to advocate for increased funds for pavement maintenance, if funding gaps exist. Additionally, MTC expanded P-TAP to meet the desires of cities and counties to gain additional help in related local streets and roads maintenance areas such as engineering design for pavement rehabilitation projects.

MTC intends to enter into one year contracts with two or more consultants selected through this RFQ, with the potential, at MTC's discretion, for up to two (2) one -year extensions. Interested consultants may submit SOQs in response to any or all of the three types of projects outlined within the scope of work (*see Appendix A*). The types of projects include: performing pavement inspections and database updates for Pavement Management Systems (PMS) and roadway

design projects by preparing Plans, Specifications & Estimates (PS&E), and an optional asset management data collection.

P-TAP will be directed toward the 109 Bay Area jurisdictions and other public agencies within the area in charge of maintaining streets and roads. Jurisdictions are matched with consultants based the project's scope of work and on a firm's area of expertise. The contract between MTC and each P-TAP consultant will not commit MTC to awarding any particular project or number of projects to the selected consultant. The number of projects assigned to each P-TAP consultant will vary, at the discretion of the MTC Project Manager. The contracts with the selected consultants will include the federally required third party contract provisions described in IV below and in Appendices E.

## II. **Minimum Consultant Qualifications**

SOQs must demonstrate that a consultant meets the following minimum consultant qualifications to be eligible for consideration for the three Program tasks:

### **Task 1: Pavement Management Systems (PMS) Projects:**

To be considered for this task, consultants must have a minimum of one (1) year experience related to fully implementing and/or performing maintenance updates for StreetSaver<sup>®</sup> pavement management system for at least five (5) cities or counties. This includes all of the following: conducting pavement distress surveys, auditing existing pavement inventory for accuracy and consistency, breaking the street network into management sections, establishing jurisdiction's pavement needs, determining the impacts of budget levels on overall network pavement condition and maintenance backlogs, and identifying projects to be selected under different budget scenarios. Since all Bay Area jurisdictions use StreetSaver<sup>®</sup>, it is required that consultants selected are or become licensed to use StreetSaver<sup>®</sup> Online prior to beginning work.

### **Task 2: Roadway Design Projects – Plans, Specifications & Estimates (PS&E):**

To be considered for this task, consultants must be familiar with a PMS (MTC StreetSaver<sup>®</sup> or other) and have a minimum of five (5) years experience in developing technical plans, specifications and estimates for a city or county pavement rehabilitation project. Key personnel must possess valid registration as a Civil Engineer issued by the California State Board of Registration for Professional Engineers.

### **Optional Task 3: Non-Pavement Asset Management:**

To be considered for this optional task, consultants must demonstrate at least one (1) year of asset management experience in inventory and condition assessments for the following assets:

- Storm drains
- Curbs and gutters
- Sidewalks
- Traffic signals
- Street lights

This task is contingent upon completion of the new module for the asset management tool in StreetSaver<sup>®</sup>.

### III. **Proposers' Conference**

A proposers' conference will be held on Thursday, October 22, 2009, at 10:00 a.m. in the Joseph P. Bort MetroCenter Building, 101 – 8<sup>th</sup> Street, Oakland, CA, in Room 171.

### IV. **Scope of Work, Schedule and Budget**

*Appendix A, Scope of Work*, outlines the types of services to be performed by selected consultants. After matching the consultants with the projects, the consultant and jurisdiction will agree on a detailed Workslope, Schedule, and Budget (WSB) and submit to MTC for approval. WSB's will vary depending on the tasks required to perform the specific project assignments and are expected to clearly describe the scope of work, define the data collection effort needed, time for completion, budget, and consultant staff assigned for the project tasks. After approval of the WSB by MTC, a task order will be issued for signature by the consultant and finally, by the Project Manager.

Once the consultant has completed the work, the consultant will submit to the jurisdiction for review a draft report describing the work completed on the project. For instance, a pavement inspection project would include: a summary of network condition (e.g., PCI, backlog), pavement needs, budget impacts, recommendations, and a summary of management/city council presentations. Any feedback obtained from the jurisdiction should be incorporated into the final report with a copy of the final report and the updated PMS database submitted to the jurisdiction and MTC.

MTC may allow automated, semi-automated, windshield or a combination of hybrid pavement distress survey methods (herein are collectively referred to as "automated surveys") in P-TAP 11, but only under certain conditions where valid results can be determined. The contract between MTC and each selected P-TAP consultant will not commit MTC to awarding any particular project or number of projects to the selected consultant. Individual projects, with budgets ranging from ten thousand dollars (\$10,000) to sixty thousand dollars (\$60,000) each, will be awarded based on the jurisdiction size, project scope and number of applicants. Project costs that exceed the cap of sixty thousand dollars (\$60,000) will be provided directly by local jurisdictions.

MTC is proposing to program up to \$1.5 million in Federal Surface Transportation Program (STP) funds in FY 2009-10. In addition to required federal matching funds, these funds will support P-TAP 11, scheduled to kickoff in early January 2010. Selected projects will be assigned to P-TAP consultants no later than January 2010 with the P-TAP 11 projects concluding April 30, 2011. Funding is also expected to be available for the following with annual funding of \$800,000 to \$1.5 million in STP funds.

### V. **Disadvantaged Business Enterprise (DBE) Requirement**

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 10% for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices E-3, E-4, and E-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix E*.

Appendices E-1, E-2, E-3, E-4, and E-5 are Caltrans-required forms. Proposers ***must*** complete Appendices E-1, E-2, E-3, E-4 and E-5 according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

**1. Terms as used in this document:**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term “proposer” refers to firms submitting SOQs in response to this RFQ; the term “proposal” means the SOQ.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. Authority and Responsibility**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. Submission of UDBE and DBE Information**

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the

Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE Participation – General Information**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.

- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

**5. Resources**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Find a Certified Firm
  - Click on Query Form link, located in the first sentence
  - Click on Certified DBE's (UCP) located on the first line in the center of the page
  - Click on Click To Access DBE Query Form
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
  - “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access
- DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of

business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

#### VI. **Form of Statement of Qualification**

Sections that should be included in each SOQ are described below. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

1. **A transmittal letter** signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with MTC according to the terms of this RFQ for one hundred and eighty (180) days following its submission. If the firm or a proposed subconsultant is a DBE certified by Caltrans, or a Bay Area transit operator, such certification should be referenced. (*Suggested Page Limit – 2*)
2. **A company profile and summary of the firm's qualifications** in relation to the Program, addressing the minimum consultant qualifications listed above for each of the tasks for which the firm wishes to be considered and other desirable experience and expertise. The company profile should include the firm size and number of local and out-of-region (listed separately) qualified engineers in the firm who would be available to work on projects. (*Suggested Page Limit – 5*)
3. **Descriptions of relevant, recent projects** done by the lead staff person and technical staff proposed for the Program. The description should be limited to one paragraph per project, identify the client, purpose of the project, size of the project, technologies used, years of completion, dollar amount of the contract, and specify who from the project team proposed for the Program worked on the project. (*Suggested Page Limit – 4*)
4. **Summary qualifications** of the lead and technical staff proposed for the Program. Staff qualifications should be limited to one paragraph, and should include the role of the staff person, the length of their work experience, areas of expertise along with their relevant pavement inspection experience. A table showing each proposed staff person



and their applicable skills and/or areas of expertise should be provided. Firms interested in Task 1 must submit a list of raters, years of experience in distress data collection and how they were trained. Information regarding raters may also be used by MTC as the initial input to a certification process designed to ensure inspectors deliver pavement data that satisfies acceptable minimum quality standards. Resumes may be included as an appendix. (*Suggested Page Limit – 2, not including resumes*)

5. **Three references** who can attest to consultant's experience in performing work substantially similar to the services covered by this RFQ, along with contact information and the name of the project or projects done by the consultant for that client. Letters of endorsements may be included as an appendix. There should be at least one reference relating to each task for which the consultant wishes to be considered (*Suggested Page Limit – 1, not including letters of endorsement*)
6. **SUBMIT IN SEPARATE SEALED ENVELOPE. A description of consultant's per-mile rates** for all proposed project costs, including statements that the rates include all direct and indirect costs and that the rates are valid for the term of the P-TAP 11, 12 and 13 rounds of the Program. Per-mile rates will be provided in three categories: (1) Less than or equal to 50 miles, (2) More than 50 miles but less than or equal to 150 miles, and (3) More than 150 miles.
7. **A signed California Levine Act statement** (*Appendix C*)
8. **A signed Insurance Provisions document** (*Appendix D-1*).
9. **Federally-required certifications** related to lobbying, debarment, and subcontractor information (*Appendices E-1, E-2, E-3, E4, and E-5*).

## VII. Pre-Qualification for Task 1

Consultants meeting the minimum qualifications for Task 1 must also be pre-qualified by MTC prior to evaluation. Pre-Qualification consists of evaluating the practical ability of potential PTAP consultants to conduct pavement distress surveys in accordance with MTC guidelines. This process is designed to ensure that consultants accurately identify the type, severity, and quantity of distresses. Also, the process confirms that consultants know how to collect and record data in order to enter it into StreetSaver<sup>®</sup> for PCI calculation.

Please note that any firm pre-qualified for Task 1 under the initial RFQ issued on August 14, 2009, is not required to be pre-qualified under this RFQ.

All firms interested in Task 1 as stated in Section II, Minimum Consultant Qualifications, must be pre-qualified by MTC no later than the date as shown in Section VIII, Consultant Selection Timetable. MTC requests that firms send two staff members to perform inspections for the Pre-Qualification.

MTC will establish a total of 18 test sites based on a range of pavement conditions. Consultants meeting the minimum qualifications for Task 1 will inspect the test sites, including repeat tests on some of the sites, and provide MTC with the data from which MTC can calculate the distress types, distress severities, distress type-severity quantities, and the PCI. The required StreetSaver<sup>®</sup> format is shown in Appendix B-1. MTC will check the results and determine if the

consultant meets their stated requirements. The data for the walking survey (manual) method would be collected on test sites that are the full width of the street by 100 feet (or half width by 100 feet if the width of the street is greater than 40 feet). The data for the automated method (as defined in Section 3.1.6.2) would be collected on test sites that are 12 feet wide (normally in one driving lane) wide by 200 feet or 211.2 feet (some automated firms collected distress in multiples of 0.01 mi (52.8 feet), so they were approximately 211.2 feet long).

The consultants will use their method to complete the survey of the 18 test sites and provide the data in the StreetSaver<sup>®</sup> format that will allow them to calculate the PCI. In addition, they will collect data on four selected repeatability study sites one additional time.

The consultants must provide distress data immediately to MTC upon collection in StreetSaver<sup>®</sup> format so that MTC can ensure that the data is not later adjusted. Consultants will not have to include the final totaled values, but they should provide “raw data” in a format that MTC staff can confirm. Consultants are to confer with MTC staff on format. MTC will monitor data collection on the repeatability sites to ensure that consultants are not submitting data they collected previously.

To pass the pre-qualification process, consultants must meet the following two criteria:

- Distress Data  
40 percent or more must have a difference within plus or minus five PCI points and no more than 15 percent can have a difference greater than plus or minus 15 PCI points.
- Repeatability  
100 percent of the PCI values from repeat inspections of the same site must be within plus or minus seven PCI points of the mean value calculated from the data collected for that site by the consultant.

## VIII. Evaluation Factors

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in Form of Proposal above. Proposers failing to meet the minimum qualifications **or to satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements listed above** will not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Form of Proposal may be considered responsive, if evaluation in every criterion is possible. **MTC reserves the right to request additional information from responsive proposers prior to evaluation.**

Only SOQs of qualified firms will be invited to take part in a pre-qualification for Task 1 (see Section VI). Firms that are found to be acceptable through the pre-qualifying process for Task 1, along with firms that have qualified for Tasks 2 and/or 3, will be reviewed by an evaluation panel consisting of MTC staff. Firms that do not pass the pre-qualifying process in Task 1 but are qualified for either Tasks 2 and/or 3 will be reviewed together with the rest of the qualified firms based on the following criteria of approximately equal importance:

- **Qualifications and Experience of the Firm**  
Firm size and depth of resources; firm experience on recent projects relevant to tasks for which firm is being considered; if relevant, performance in past P-TAP programs, including completeness of Budget Options Report (BOR), feedback provided by jurisdictions, adherence to deadlines along with the quality of submitted Quarterly Progress Reports (QPR). Previous participation in MTC PMP workshops or trainings will also be considered;
- **Staff Qualifications and Experience**  
Professional experience and qualifications of principals and key staff assigned to the project in implementing the task(s) for which the firm is submitting a proposal. Firm interested in Task 1 must submit a list of raters, years of experience in distress data collection and how they were trained; and
- **Ability to Adhere to Budget, Schedule and QA/QC Plan**  
Firms must demonstrate through their description of their experience and through references the ability to adhere to projects' schedules and budgets, and to implement a sound quality assurance and control plan that includes a conflict resolution process.

The panel members will evaluate the SOQs of firms meeting the minimum qualifications and in the case of Task 1, passing the pre-qualification assessment to develop a "short list" of firms to be considered for selection. Oral interviews may be held with short-listed firms, and references may be contacted for any or all of the short-listed firms. References, including past performance on other projects completed by the firm, may be considered in the panel's final evaluation.

The panel recommendations will be forwarded to the MTC Executive Director for approval. If the Executive Director agrees, the recommendations will be considered by MTC's Administration Committee. Staff will ask the Administration Committee to approve a list of firms with whom staff may negotiate for projects.

Firms' per-mile rates will not be a factor in the evaluation. However, MTC, at its sole discretion, reserves the right, after the firms have been ranked, to decline to enter into a contract with a firm whose rates are deemed unreasonable. Rates may be considered in relation to particular projects, based on the budgetary constraints of MTC and participating jurisdictions. Therefore, rates are likely to influence the number of projects for which a P-TAP consultant is selected.

MTC reserves the right to select consultants based solely on Pre-Qualification and written SOQ and not convene oral interviews. Further, MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, to negotiate with any and all consultants, and to request additional information from responsive consultants. Any awards made will be to firms whose qualifications are most advantageous to MTC, based on the evaluation criteria outlined above. MTC also reserves the right to fund any or all of the three tasks outlined within the scope of work (*see Appendix A*), as well as eliminate any projects at its sole discretion.

**IX. Consultant Selection Timetable**

October 22, 2009 at 10:00 a.m.	Proposer's Conference
November 2, 2009 (4 p.m.)	Closing date and time for requests for clarifications/exceptions
No later than five (5) business days prior to the date SOQs are due	Closing date and time for objections to RFQ provisions
November 16, 2009 (4 p.m.)	Closing date and time for receipt of SOQ at MTC
November 18 or 19	Pre-Qualification for Task 1, weather permitting
November 30, 2009	Interviews, if necessary
January 13, 2010	MTC Administration Committee Review
February 2010	Execution of contracts

**X. Selection Disputes**

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive, failed to meet minimum qualifications, or failed to pass the pre-qualification assessment; or
- 3) No later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Administration Committee shall be deemed conditional until the expiration of the

protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Respondent wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

#### XI. **General Conditions**

MTC will not reimburse any firm for costs related to preparing and submitting an SOQ.

Materials submitted by respondents and evaluated by MTC are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) after the Administration Committee authorizes negotiation of a contract(s).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a consultant wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be specified in the SOQ. If no such change is requested, the consultant will be deemed to accept MTC's standard contract provisions. In addition, the Program will be funded in part with federal funds. Federal required contract provisions are included in *Appendix E*.

The selected consultants will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*, including professional liability insurance in the amount of \$2,000,000. Each policy or policies shall include MTC and all client jurisdictions as additional insureds and an endorsement providing that such insurance is primary insurance and no insurance of MTC or any client jurisdiction will be called on to contribute to a loss. **Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the date for requesting exceptions to RFQ provisions.** If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

The selected consultants will be required to indemnify, defend and hold harmless MTC and all client jurisdictions, as described in *Appendix D*.

#### XII. **Recommendation**

Based on the recommendation of the selection panel, the Executive Director of MTC will recommend consultants to the MTC Administration Committee, which will be asked to commit to staff's negotiation of contracts with the top ranked firms and to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your statements of qualifications.

Sincerely,

Steve Heminger  
Executive Director

SH: AB

J:\CONTRACT\Procurements\Software & Tech Support\RFQs\P-TAP\Reissued P-TAP 11 RFQ\P-TAP11 RFQ-Reissued\_FINAL.doc

## **APPENDIX A**

### **SCOPE OF WORK, SCHEDULE, AND BUDGET**

The Pavement Management Technical Assistance Program (P-TAP) is intended to allow Bay Area jurisdictions with limited resources to utilize consultant services to implement and/or maintain an effective pavement management system. With all Bay Area jurisdictions currently utilizing the MTC pavement management program, StreetSaver®, it is anticipated that the majority of the projects will involve maintaining, auditing and updating data within StreetSaver®.

#### **Scope of Work**

##### **Program Kick-Off**

At the beginning of each round of P-TAP, CONSULTANT will meet with MTC Project Manager and other Program consultants to discuss Program guidelines and standardization of services, deliverable formats, and project administration. This first meeting will occur during the first week of February 2010 (approximately).

##### **1. Project Start-Up**

- 1.1 Project Kick-Off Meeting – CONSULTANT will schedule a meeting with each jurisdiction they are providing services for to kick-off the project; establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project.
- 1.2 Preparation of Workscope, Schedule, and Budget – CONSULTANT will prepare a detailed Workscope, Schedule, and Budget (WSB) for review and approval by the jurisdiction and MTC Project Manager. CONSULTANT will finalize the WSB by incorporating any feedback received from the jurisdiction and MTC Project Manager. CONSULTANT must include cost of software purchase and data migration, if jurisdictions have not yet upgraded to StreetSaver® online.

<b>Deliverable 1:</b>	<b>Final Detailed Workscope, Schedule, and Budget</b>
-----------------------	---

##### **2. Execute Project**

- 2.1 Once MTC staff receives the completed WSB the Project Manager will issue a Task Order to the CONSULTANT. The Task Order outlines the tasks and deliverables associated with the project and also serves as the “notice to proceed” with the next step of the project. Both the CONSULTANT and MTC Project Manager must sign the Task Order with both parties receiving a copy for their records.

<b>Deliverable 2:</b>	<b>Signed Task Order returned to MTC</b>
-----------------------	--

### 3. Perform Project Tasks

- 3.1 **Pavement Management Systems Projects:** A Pavement Management System (PMS) performs diverse functions geared towards helping jurisdictions understand the condition of their pavement and whether current and future revenues will be sufficient to fund the pavement maintenance necessary to ensure streets and roads are at an acceptable level of quality.
- 3.1.1 CONSULTANT will create or update the pavement management system, StreetSaver<sup>®</sup>, currently used by jurisdiction.
- 3.1.2 CONSULTANT will review and audit a database inventory of the jurisdiction's roadway network for accuracy (e.g., functional class, surface type, length, width, and number of lanes).
- 3.1.3 CONSULTANT will divide the roadway network into Management Sections, if creating a database for the first time. For maintenance of an existing database CONSULTANT will split or combine, or add new sections as necessary.
- 3.1.4 CONSULTANT will enter Maintenance and Rehabilitation (M&R) History, if available.
- 3.1.5 CONSULTANT will establish or update the decision trees within StreetSaver<sup>®</sup> based on the jurisdictions preferred treatment strategies. All existing and desired treatments and unit costs will be entered.
- 3.1.6 CONSULTANT will perform pavement inspections on the number of centerline miles specifically listed in the Task Order. The exact management sections to be inspected should be determined by the jurisdiction and the CONSULTANT. CONSULTANT will be required to display competency in performing inspection. At the discretion of, and under the direction of MTC, CONSULTANT will be required to demonstrate its ability to perform MTC PMP Distress Survey in a manner consistent with MTC's practices and procedures. CONSULTANT will be required to perform inspections under a controlled environment, be rated on consistency and accuracy of such inspections, and must meet all passing standards set by MTC. CONSULTANT's method of inspection used for the project must be consistent with the method used to demonstrate ability to perform PMP distress surveys.

#### 3.1.6.1 Manual Inspection

MTC maintains that the most appropriate method to determine the Pavement Condition Index (PCI) of management sections of roads and streets included in the MTC PMP is to conduct a walking distress survey. The distress definitions and descriptions are included in the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements," 3<sup>rd</sup> Edition, October 2002 and the "Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements," 2<sup>nd</sup> Edition, October 2002. **For network level analysis, MTC recommends that at least 10 percent of the inspection units of each management**



**section be inspected.** The densities of all distress types and severities present are recorded and used to calculate the PCI for each inspection unit inspected. Those PCI values are then used to calculate the section PCI.

### 3.1.6.2 Automated Inspection

MTC may incorporate pavement inspections within P-TAP that are not exclusively performed by walking. Other methods of distress survey include windshield surveys, automated distress surveys, semi-automated distress surveys, and various hybrid combinations of these (herein are collectively referred to as “automated surveys”) will be considered. Automated surveys will be performed by the CONSULTANT according to the distress definitions and descriptions in the MTC-published “Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements,” 3<sup>rd</sup> Edition, October 2002 and the “Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements,” 2<sup>nd</sup> Edition, October 2002.

CONSULTANT will use their method to complete the automated survey and provide the inspection data in the format of distress type, severity, and quantity to MTC within a jurisdiction's pavement management database. CONSULTANT may also be subject to further evaluation by a local jurisdiction as per the MTC-published “A User’s Guide for Semi-Automated Pavement Distress Data Collection,” October 2007.

- 3.1.7 CONSULTANT will implement a Quality Assurance/Quality Control process where **someone other than the initial pavement inspectors performs a re-inspection of at least 5% of the total number of management sections.** The process must document the two criteria as set forth in Section VI, Pre-Qualification for Task 1. This is designed to check that the Consultant uses reasonable quality control and manage the data collection process to effectively provide data that meets the MTC. Note: jurisdictions are encouraged to perform their own inspections to review the consultant’s work.
- 3.1.8 CONSULTANT will perform data entry of all distresses found during pavement inspection into StreetSaver<sup>®</sup>. Once completed, CONSULTANT will calculate the PCI.
- 3.1.9 CONSULTANT will perform data entry of all recent maintenance and repair work since last update into StreetSaver<sup>®</sup>. Once completed, CONSULTANT will calculate the PCI.
- 3.1.10 CONSULTANT will estimate available revenues for pavements over the next five years. Past trends should also be determined with an extension of trends over the next five years.
- 3.1.11 CONSULTANT will run at least three budget scenarios analyses and show impacts through the use of GIS maps in the StreetSaver<sup>®</sup> GIS Toolbox. The three include: Unconstrained Needs distributed evenly over five years, estimated future revenues based on historical data (trends), and the “Break Even” point if trends do not provide the status quo.

- 3.1.12 CONSULTANT will provide recommendations, if shortfalls exist, for how the jurisdiction can employ better preventive maintenance strategies or increase funding by proposing a preferred future budget level.
- 3.1.13 CONSULTANT will deliver a draft updated pavement management database, and Budget Options Report (BOR) containing the above information, to the jurisdiction for their review.
- 3.1.14 Discretionary Subtasks to be assigned by MTC and local jurisdiction (a, b and c).
- a) CONSULTANT will establish full linkage of pavement data to GIS map through the use of StreetSaver® GIS Toolbox, if requested by MTC or the jurisdiction.
- b) CONSULTANT will provide assistance to City Staff for council presentations, if requested by MTC or the jurisdiction.
- c) CONSULTANT will provide one-on-one or group MTC PMP training to jurisdictions, if requested by MTC or the jurisdiction.
- 3.2 **Pavement Design Projects – Plans, Specifications & Estimates (PS&E):** Provide assistance to the Client Agency in developing PS&E design work for specific roadway infrastructure maintenance, rehabilitation, and/or reconstruction projects.
- 3.3 **Non-Pavement Asset Management Project:** Provide inventory and condition assessments for storm drain, curb and gutter, sidewalk, traffic signals, and street lights.
- 3.3.1 CONSULTANT will create or update the assets used by jurisdiction.
- 3.3.2 CONSULTANT will perform needs analyses using remaining life based on expected life or from condition data indicating that work is needed.
- 3.3.3 CONSULTANT will deliver an updated non-pavement assets database, and provide a draft Non-Pavement Needs Assessment Report to the jurisdiction for their review.

Deliverable 3.1:	Draft Budget Options Report, Updated Database to Jurisdiction
Deliverable 3.2:	Draft Copy of Plans, Specifications and Estimates to Jurisdiction
Deliverable 3.3:	Draft Non-Pavement Needs Assessment Report, Updated Database to Jurisdiction

#### 4. Final Report

- 4.1 CONSULTANT will deliver an updated pavement management database, and BOR containing all required information, to both the jurisdiction and MTC.
- 4.2 CONSULTANT will deliver final version of PS&E to both the jurisdiction and MTC.
- 4.3 CONSULTANT will deliver an updated pavement management database containing non-pavement data, and final Non-pavement Needs Assessment Report.

## **SCHEDULE**

The expected schedule for the first year (Round 11) is as follows. The final schedule will be applicable across all consultants. Deviations will require prior approval from the MTC Project Manager or designated representative.

Note: The duration for P-TAP 11 will be between 11 and 15 months. This is a change from previous years.

<b>Task</b>		<b>Milestones</b>
	Program Kick-Off	February 2010
1.	Project Start-Up	
	Kick-Off Meetings	February 2010 – April 2010
	Prepare Work scope, Schedule, and Budget	February 2010 - July 2010
2.	Execute WSB	Completed shortly after receiving WSB
3.	Perform Project Tasks	Completed approximately Summer 2010
	Pavement Inspections	
	Plans, Specifications and Estimates	
	Optional: Non-Pavement Data Collection	
4.	Final Report	To be completed by April 30, 2011

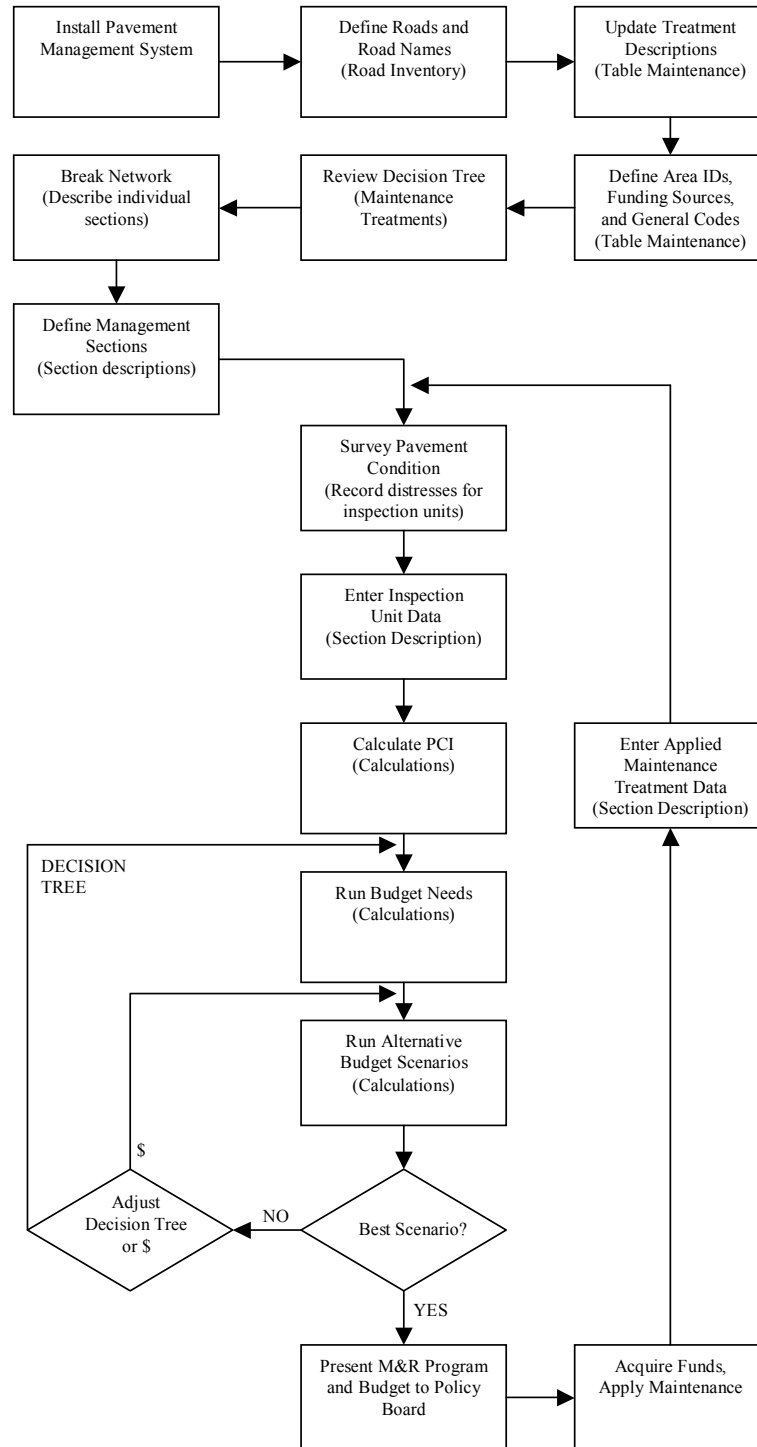
## **BUDGET**

MTC will pay CONSULTANT a fixed fee for Tasks 1 through 4 based on the following fee schedule. Fees include all direct and indirect costs. CONSULTANT fees that exceed the MTC grant will be negotiated between the jurisdiction and the CONSULTANT. CONSULTANT must include cost of software purchase and data migration, if jurisdictions have not yet upgraded to StreetSaver® online.

<b>Deliverable</b>	<b>Payment</b>
1. MTC-Submitted Detailed Work scope, Schedule, and Budget	20%
2. Execute Project	0%
3. Perform Project Tasks	60%
4. Final Report	20%

## APPENDIX B

### MTC PAVEMENT MANAGEMENT PROGRAM OVERVIEW



**APPENDIX B-1**  
**STREETSAVER® SAMPLE INSPECTION IMPORT EXCEL FORMAT**

StreetID	Section ID	Inspection Unit#	Inspection Date	Inspection Area	Inspection Length	Distress Type	Severity	Distress Size	No Distresses	Special
Madison	1	1	7/1/2009	2100	70				Yes	No
Madison	2	1	7/2/2009	2200	75	Block Cracking	M	70	No	No
Madison	2	2	7/2/2009	2250	80	Alligator Cracking	L	20	No	No
Madison	2	2	7/2/2009	2400	70	Distortions	H	12	No	No
Madison	3	1	7/2/2009	2000	65	Alligator Cracking	M	15	No	No
Madison	3	1	7/2/2009	2300	90	Block Cracking	L	23	No	No
Madison	3	1	7/2/2009	2100	85	Distortions	H	16	No	No

## APPENDIX C

### CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **Appendix D**

### **SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT**

In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of MTC's standard agreement may be obtained from the Project Manager for this RFQ.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See Appendix D-1.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: The selected consultants will be required to indemnify and hold harmless MTC, Caltrans, and all client jurisdictions from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omissions of the consultants; and, at their own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC and all client jurisdictions, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC, Caltrans or any client jurisdictions. If the adjudicated or admitted negligence or willful misconduct of MTC or any of the client jurisdictions contributes to a loss, the consultant shall not be obligated to indemnify such indemnitee for the proportionate share of such loss caused by such negligence or willful misconduct.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“Work Product”) written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Computer files generated from arterial analysis software packages including, but not limited to, Synchro and SimTraffic, and detailed signal timing sheets (“Technical Work Products”), shall be the property of the Client Jurisdiction that owns the traffic signal for which the Technical Work Product was prepared or assembled, and copies shall be delivered to the Client Jurisdiction promptly upon completion of the work or upon an earlier termination of the Agreement Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The agreement shall be governed by the laws of the State of California



## APPENDIX D-1 INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.</b>
—	<b><u>Workers' Compensation Insurance</u></b> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<b><u>Commercial General Liability Insurance</u></b> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.  MTC, Caltrans, <u>all client jurisdictions</u> and their commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<b><u>Business Automobile Insurance</u></b> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<b><u>Umbrella Insurance</u></b> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<b><u>Errors and Omissions Professional Liability Insurance</u></b> in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.

—	<b>Property Insurance</b> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
---	--

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.**

## **APPENDIX E**

### **DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has an under-utilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.2 DBE Records

A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

(2) The Consultant shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

### 2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

### 2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually

performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA), and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
6. Subcontractors
  - a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its

subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.

- b. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
  - c. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
  - d. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:
- The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX E-1**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

**Instructions for Certification:**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.



8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Date

---

(Signature of authorized official)

---

(Type/print name and title)

**APPENDIX E-2**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## APPENDIX E-3

## Exhibit 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION:

CONTRACT GOAL: \$

PROPOSAL DATE: \_\_\_\_\_

**PROPOSER'S NAME:**[illegible]**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number:

Federal Share:

Proposal Award Date:

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

---

Print Name	Signature	Date
------------	-----------	------

Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

### Total Claimed Participation

§

%

Signature of Proposer

---

Date
(Area Code) Tel. No.

**For Caltrans Review:**

---

Print Name	Signature	Date
------------	-----------	------

Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.  
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT  
(CONSULTANT CONTRACTS) (Revised 03/09)**

**ALL PROPOSERS:**

**PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive**

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## APPENDIX E-4

### Exhibit 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE

#### For Local Agency to Complete:

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

\_\_\_\_\_  
Print Name                      Signature                      Date

Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed  
Participation

\$ \_\_\_\_\_

%

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date                      (Area Code) Tel. No.

#### For Caltrans Review:

\_\_\_\_\_  
Print Name                      Signature                      Date  
Caltrans District Local Assistance Engineer

\_\_\_\_\_  
Person to Contact                      (Please Type or Print)

Local Agency Bidder - DBE Commitment(Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution.  
Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.  
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**APPENDIX E-5**  
**1 UDBE INFORMATION—GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 10% for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates



- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	-----------------------	----------------	------------------------------

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

---

---

---

---

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

---

---

---

Name of Proposing Company	
Signature of Authorizing Official	
Date	